

**UNITED STATES BANKRUPTCY COURT  
FOR THE WESTERN DISTRICT OF MICHIGAN**

**In re:**

**Case No. 18-00617**

**John Scott Palmer, III,**

**Chapter 7**

**Debtor.**

**Honorable Scott W. Dales**

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**DEBTOR'S RESPONSE IN OPPOSITION TO**  
**ACAR LEASING, LTD., D/B/A GM FINANCIAL'S**  
**MOTION FOR RELIEF FROM AUTOMATIC STAY**  
**(Related Document 17)**

Debtor, John Scott Palmer, III, by and through undersigned counsel, respectfully requests this Honorable Court to deny the Motion of ACAR Leasing, LTD., d.b.a GM Financial's Motion for Relief from the Automatic Stay for the reasons set forth more fully in the Memorandum in Support below.

Respectfully Submitted,

Dated: April 27, 2018

/s/Sarah A. Williams

Sarah A. Williams (P81447)

Attorney for Debtor

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**MEMORANDUM IN SUPPORT**

The Debtor filed for bankruptcy relief under Chapter 7 on February 20, 2018. At the time of filing through the date of this response, the Debtor is the Lessee of a 2015 GMC Sierra vehicle. Debtor's Statement of Intent set forth his intention to assume the lease with the Lessor/Creditor, ACAR leasing, LTD., d.b.a. GM Financial. (DN. 1, pages 37-38).

On April 13, 2018, the Creditor, ACAR Leasing, LTD., d.b.a. GM Financial ("Creditor"), filed a Motion for Relief from the Automatic Stay. (DN. 17). Creditor alleges in the Motion that the Debtor "is in arrears under the terms of the lease in the amount of \$1,223.92." (DN. 17, ¶1). On April 19, 2018, Debtor brought the arrearages current and proof of such is attached hereto as Exhibit A.

Additionally, in the Motion the Creditor alleges that "upon information and belief, Debtor is not maintaining full insurance coverage on the vehicle." (DN. 17, ¶4). As required by this Court's Local Rule 1007-2(d), an asset protection report was filed and set forth that the vehicle is question is indeed insured. (DN. 7) Proof of insurance was delivered to the Credit's attorney, as well, via e-mail, and is attached hereto as Exhibit B.

On Monday April 23, 2018, the Debtor contacted GM Financial to ensure payment was received and processed. At that time, the representative with whom he spoke indicated that the payment was indeed received and the account was current. On April 25, 2018, Debtor's Counsel contacted the attorney for the Creditor, S. Thomas Padgett, to relay the information regarding the current status of the account and request that the Motion for Relief from the Automatic Stay be withdrawn. The attorney for the Creditor requested proof of payment, proof of insurance and a written request for reaffirmation agreement – all of which were delivered to the Creditor's attorney via email. Despite the account being current, and the verification of such available through his own client, the Creditor's attorney indicated that he would not withdraw the Motion.

Although the Motion is now moot, it is imperative that the Debtor file this response to ensure the automatic stay remains in place to protect him as necessary. Despite the mootness of the Motion, the depletion of this Court's time and resources, and the unnecessary expense incurred by the Debtor to defend this Motion, the Debtor respectfully requests this Honorable Court hold a hearing on this matter.

Wherefore, the Debtor respectfully requests that this Honorable Court deny the ACAR Leasing, LTD., d.b.a. GM Financial's Motion for Relief from the Automatic Stay, set a hearing on this matter, and for such other and further relief that this Court deems just and equitable.

Respectfully Submitted,

Dated: April 27, 2018

/s/ Sarah A. Williams  
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